approval. There shall be no fences or walls surrounding multiple family dwellings without Committee approval. There shall be no chainlink, woven wire or any type of wire fence within the Development, except for backyard pet enclosures and swimming pools as approved by the Committee for security or safety purposes. All fences and walls shall be approved by the Committee prior to installation, and detailed plans therefor shall be submitted to the Committee as in the case of other structures. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

- G. <u>Muisances</u>. No noxious or offensive activities or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, compost materials and similar matter shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.
- H. <u>Signs and Lot Numbers</u>. Other than during construction of a house, no sign, billboard or advertising structure of any kind may be displayed on any lot or parcel except upon application to and receipt of written permission

from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a lot or parcel for sale; however, the Committee may signs of a standard size and color with space provided for insertion of the name and telephone number of the seller or seller's agent, which signs only shall be used if One sign, identifying the contractor during construction or advertising a home for sale, is permitted, provided it is single sided, tan in color with black or green lettering, with a maximum area of eight hundred (800) square inches and the longest dimension not greater than thirty-six (36) inches. The sign is to be on its own post and shall not be placed higher than forty-two (42) inches from the prevailing ground plain. The sign must be placed no closer than twenty (20) feet from the nearest roadway and be approximately parallel to the centerline of the roadway. Wording of contractor sign shall be limited to the name and phone number of the contractor, the words "contractor" or "general contractor" if not contained in the firm name, and the architect or designer and owner(s) of the home. Subcontractor and materialmen signs are prohibited. Contractor signs must be removed upon completion of construction. All residences shall have a designated lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee. Signs not

meeting the standards of size, color and other specifications set forth herein, or as approved by the Committee, will be removed from the premises where displayed. They will be held for fourteen (14) days in the administrative office of the Association to be claimed by owner. Exceptions to the above criteria may be granted by the Committee upon application. No other signs shall be permitted except as specified in this section.

- I. Animals. No animals shall be kept or maintained on any lot except the usual household pets not kept for commercial purposes, which shall be kept reasonably confined so as not to become a nuisance. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other owners within the development. No lot shall have more than two (2) such household pets. The Declarant may file a supplemental declaration allowing horses and or 4-H animals limited to cattle and sheep on specific lots, providing those lots are a minimum of one (1) acre in size and are in an area where such use would be in keeping with the physical constraints of the land and in character with the uses of the surrounding properties.
- J. Garbage and Refuse Disposal. There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked or unsightly vehicles or

litter, refuse or garbage, except in receptacles provided for such purposes.

- Receptacles. Fuel storage tanks and every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, lake, lot, parcel or common area within the Development except at the times when refuse collections are made.
- L. Antennas. Television antennas, satellite discs and antennas for shortwave or ham radio installations will not be installed on any lot or parcel without the express written permission of the Committee.
- M. Travel Trailers, Motor Homes and Boat Storage.

  No travel trailer, motor home (R.V.), house trailer, boat or boat trailer, or other type of trailer shall be parked within the Development for more than twenty-four (24) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period, unless kept within a fully enclosed roofed garage so as not to be visible from any street, lot, parcel, lake or common area. The intent of this paragraph is to allow only for loading and unloading such vehicles within the development unless kept in a garage as aforesaid.
- N. <u>Defacing or Removal of Common Area Improvement</u>.

  No tree, shrub or improvement within a common area shall be

defaced or removed except at the express direction of the Association.

- O. <u>Limited Access</u>. There shall be no access to any lot or parcel on the perimeter of the development except from designated streets or roads as shown on recorded maps of the development.
- P. <u>Docks and Piers</u>. No dock, pier or other similar structure shall be erected on or into any lake within the development, except such structures as may be constructed by the Association with the written permission of the Committee.
- Q. Resubdivision or Joinder of Lots. No lot or parcel shall be further subdivided except those designated multi-family residential, and then only to the extent required or permitted by governmental authority nor shall there be any severance of the surface and subsurface rights. The owner of two (2) or more contiguous lots may apply to the Committee for permission to use such lots as the site of a single dwelling. Notwithstanding such permission, said lots shall remain as separate lots for all purposes except as set forth in II.A.3. above.
- R. Operation of Motor Vehicles. Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the development except on a street or driveway. All speed limit and other traffic

control signs erected within the development shall be observed at all times. Motorized vehicles are specifically prohibited on all paths, trails or walkways or common areas.

- s. <u>Utility Lines</u>. With the exception of those major utility lines existing as of July, 1983, and the major service lines for "The Pines" area, all utility lines and connections within the development shall be placed underground. No light shall be suspended from a pole in excess of ten (10) feet from the ground within the development except those owned and maintained by the Declarant or the Association or as expressly approved in writing by the Committee.
- commercial enterprise shall be performed or conducted upon any lot or within any dwelling or outbuilding within the development, except for a home business as allowed under Chapter 110.088 of the Washoe County Code covering planning and zoning and for construction and sales activities directly related to and during the development stage of the development. Permission for any temporary construction or sales facility must be approved in writing by the Association and may be revoked at any time by the Association. Nothing herein contained shall be construed as preventing the construction of improvements within the development approved by the Committee.

- of any form or type shall be permitted on any lot or parcel except during construction of a specific unit on that lot or parcel and as approved by the Committee.
- V. <u>Peaceful Enjoyment</u>. No use of any lot or structure within the development shall annoy or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Association.
- W. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping, or in the erection of permitted fencing generally improving any lot.
- X. Certificate of Occupancy. A certificate of occupancy must be issued by the appropriate governing building department prior to occupancy of any dwelling unit.
- Y. <u>Clotheslines</u>. No clothesline shall be constructed or erected which would be visible from any street, lake, common area or other lot.
- Z. <u>Landscaping</u>. Within eight (8) months of completion of the main dwelling unit, each lot or parcel

shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the Caughlin Ranch development, and all lanscaping shall be maintained to harmonize with and sustain the attractiveness of the development. A minimum of three (3) 15-gallon evergreen trees will be planted between the front lot line and dwelling unit as part of the overall landscape plan.

- AA. Garage. Every single family dwelling unit constructed within the subdivision shall have on the same lot or parcel enough completely enclosed and covered automobile storage space for at least two (2) standard larger size automobiles.
- BB. No Commercial Leasing. No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent an owner of a lot from renting the lot and improvements thereon during periods of such owner's absence, nor shall the renting of multiple family units be prohibited.
- CC. Chimneys. All exterior chimneys must be of wood, brick, stone or metal. Chimneys must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the Committee.
- DD. <u>Building Height</u>. Building height limitation may be imposed by the Declarant in order to preserve views

from neighboring homes into common areas and to minimize the impact of structures on sensitive natural areas of the Ranch.

EE. <u>Driveways</u>. Driveway cuts will be limited to one (1) per lot, unless otherwise approved by the Architectural Review Committee. The maximum entrance widths shall be sixteen (16) feet. The use of one (1) driveway for more than one (1) site will be encouraged by the Committee. However, the approval of a common driveway shall require that a legal easement be established between the site owners prior to approval.

- FF. Exterior Lighting. All exterior lighting plans must be submitted to the Architectural Committee with construction plans. Exterior lighting which can be seen from the roads, the greenbelts, or a neighboring homesite must be indirect. The light source may not be visible in such circumstances.
- species, natural stones, or other materials deemed in the character of the development for a specific site by the Architectural Committee, are required for all exterior walls. Redwood and cedar, or cedar shingles are recommended. If exterior sidings are treated, preservative or semi-transparent stains are preferred. Solid body stains are acceptable for trim. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval

by the Committee. All reflective metal, such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All such colors are also subject to approval by the Committee. The Declarant may file subsequent declarations specifying acceptable colors of stains and paints. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views, especially along greenbelts and roads. Aluminum windows, door frames, solar panels and skylights must be bronzed anodized. Steel window and door frames must be painted to match or blend with surrounding materials. Colors are subject to approval by the Committee. The use of plywood siding is discouraged but will be considered by the Committee where deemed appropriate by the Committee.

- HH. <u>Mailboxes</u>. Mailboxes and newspaper holders shall be of natural materials and natural colors, and are subject to the approval of the Committee.
- II. <u>Roofs</u>. Wood shakes, wood shingles or metal roofing in a color suitable to the Committee are encouraged. Other materials will be considered if deemed in character with the Ranch by the Committee. Flat roofs are highly discouraged.

JJ. Removal of Trees, Rocks, Shrubs or Other

Natural Forms. All removal of rocks, trees, shrubs or other

natural vegetation must be shown on the construction plans
and approved by the Committee.

KK. Construction Procedures. Prior to the commencement of any construction activity on any lot or parcel, the owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unneccesary damage to foliage and to reduce erosion and dust problems. The site shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular disposal of trash. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any common area. Construction work hours shall be limited to 7 A.M. to 6 P.M. Monday through Saturday. Committee may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, greenbelts, streams, lakes or other common areas when in the sole opinion of the Committee it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

- IV. THE ARCHITECTURAL CONTROL COMMITTEE.
- A. General Powers. All improvements constructed

or placed on any lot or parcel must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by not less than two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, proposed material staging area, the existing topography with a minimum contour interval of two (2) feet; front, rear and all side elevations, showing the structures relationship to the existing and finished topography, all cuts and fills, the color and composition of all exterior materials to be used, landscape plan, and any other information which the Committee may require, including soil and engineering reports and recommendations, if requested by the Committee. In the event a lot owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes shall require the lot owner to submit complete plans therefor to the Committee as in the case of erecting new structures. Failure of the Committee to comment on any application, properly submitted, within forty-five (45) days of receipt by the Committee at

its office shall be deemed approval of such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee by the Association with the Committee's consent, with application for such decisions and the renderings thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereon.

B. <u>Committee Membership</u>. The Committee shall be composed of not less than three (3) nor more than seven (7) members, to be appointed by Juniper Trails Development Co., ("Trails") a Nevada corporation, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.), with the first Committee to consist of George Ferrari, A.I.A., Sam S. Jaksick, Jr., D. Donald Lonie, Jr., Alan G. Means, P.E., Steve Solari, Dean Shaver and Jack Sheehan, A.I.A. Committee members shall be subject to removal by Trails, and any vacancies from time to time existing shall be filled by appointment of Trails, except that the Committee

need have no more than three (3) members. The power to appoint or remove Committee members shall be transferred permanently to the Association upon the sale of all lots or parcels within the development, or at any time prior thereto at the discretion of Trails. A quorum shall consist of the lesser of a majority of committee members or three (3) persons. A decision may be rendered by a majority of committee members at a meeting at which a quorum is present.

- C. Grounds for Disapproval. The Committee may disapprove any application:
  - If such application does not comply with this Declaration;

Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or typeof roof proposed to be placed thereon, or for purely aesthetic reasons.

D. Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, which may include, among other things, provisions for the form and content of application; required number of copies of

plans and specifications; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall if adopted be available to each buyer of a lot or parcel within the development at the time of close of escrow and shall be maintained at the office of the Committee.

- E. <u>Variances</u>. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting hereof in the opinion of the Committee will not be materially detrimental or injurious to owners of other lots.
- F. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor enroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.
- G. Administrative Fees. As a means of defraying its expenses, the Committee shall require a filing fee of \$100.00 to accompany the submission of plans and specifications for a new single family home and a filing fee of \$50.00 for submitting plans for remodeling or additions or exterior

redecorating color scheme. A filing fee of \$200.00 shall be required for any multi-family or commercial building. No additional fee shall be required for resubmissions, nor shall a fee be required for proposals for erection of a fence not as part of the original construction.

H. <u>Liability</u>. Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, Trails, the Association nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an owner of a lot or parcel within the development or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

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- I. <u>Principal Office</u>. The principal office of the Committee shall be at 6121 Lakeside Drive, Suite 210, Reno, Nevada 89509, or at such other address as the Committee shall notify the Association of in writing from time to time.
- J. <u>Enforcement</u>. In the event any improvement shall be commenced without Committee approval as herein

required, or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this or any applicable supplemental declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in Section IX below, the Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section, provided, however, that no suit or other proceeding shall be commenced by the Committee after the expiration-of sixty (60) days from such violation coming to the attention of the Committee in writing. All costs of litigation, including attorneys' fees, shall be charged to and paid by the defendant if the Association prevails. Such charges shall constitute a lien on such property owner's lot from the date of entry of the judgment therefor in the judgment docket, and shall be enforceable as any judgment. In the event the Association is not successful, each party shall pay its own costs and attorneys' fees.

- V. <u>CAUGHLIN RANCH HOMEOWNERS' ASSOCIATION, A</u>
  NONPROFIT CORPORATION.
- A. <u>General</u>. The Association is a Nevada nonprofit corporation organized to maintain, develop and operate the common areas of the development and improvements located

thereon. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

Control of Association by Sam S. Jaksick, Jr. and Alan G. Means, or the Survivor of Them (Jaksick and Means). For the initial period of thirteen (13) years from and after December 31, 1983, or until the final map for the last unit in the development has been recorded, whichever shall last occur or at such sooner date at Jaksick and Means' option, but in any event not more than twenty (20) years from said date, Jaksick and Means, or the survivor of them, shall have sole management of the Association and the right to vote all memberships therein on all matters which may properly be voted on by members and such right herein set forth shall constitute, without further documentation, an irrevocable proxy coupled with an interest in favor of Jaksick and Means, or the survivor of them, for the period of control herein set forth. In the event both Jaksick and Means shall die or become legally incompetent prior to the time control of the Association is to pass to the individual lot owners, control shall be exercised by a majority in number of all persons holding a recorded option on undeveloped portions of the Caughlin Ranch. In the event of an option held by more than one (1) person, there shall be only one (1) of such persons entitled to vote, which person shall be designated in writing

by the holders of such option to the Secretary of the Association. Such successors shall have all of the rights conferred on Jaksick and Means in this paragraph. From and after said initial period, all owners of lots within the development shall exercise full membership rights with respect to said Association; assessments may be levied as herein provided against lot owners (including Declarant to the extent the Declarant is the owner of a recorded lot or lots) during said initial period. Jaksick and Means may not during said initial period (a.) cause any of the Association's property to be dedicated for public use; or (b.) cause the Association to be dissolved; or (c.) pledge, encumber or hypothecate any of the Association's property or cause the Association to borrow funds, except such as may be necessary for current expenses of the Association or for capital improvements or acquisitions by the Association.

C. Membership. Membership in the Association is limited to owners of single family lots and multiple family dwelling units (also defined as lots herein) as shown on recorded plats, and is automatic with and appurtenant to such ownership and may be represented by a membership certificate; provided, however, that no such certificate shall be transferred on the books of the Association until all prior charges and assessments against said membership shall have been paid in full. No other persons may become members.

There is only one class of memberships.

- Membership Rights, Privileges and Obligations. The rights and duties, privileges and obligations appertaining to memberships in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's rules and regulations are as set forth in its Articles and By-Laws. One (1) owner of more than one (1) lot or parcel shall be considered as one (1) member for the purpose of use of the facilities of the Association. In the event a corporation, partnership or association shall own any lot or parcel, such corporation, partnership or association shall designate, by corporate resolution certified by the secretary or by written consent of all partners or members delivered in each case to the Association, the name of the person who, together with his family, shall have the right to utilize the facilities of the Association.
- E. <u>Duties of Association</u>. The Association shall have the duty of enforcing the provisions of this

  Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-Laws of the Association, failure of any member to comply with the rules and regulations of the Association shall be deemed to be a

violation of this Declaration and enforceable by the Association as other violations of this Declaration. The Association shall from and after January 1, 1985, be expressly required to maintain and repair and otherwise to manage to high standards all common areas owned or controlled by the Association, including all lakes within the development and all facilities thereof, including but not limited to beaches and piers, all roads or paths or trails owned by the Association and all improvements located on any of the foregoing.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed-by these Declarations of Protective Convenants or its Articles and By-Laws. Declarant may sell any of such equipment, materials and supplies to the Association and the Association may purchase any of such equipment, materials and supplies provided the purchase price shall be the fair market value thereof.

## VI. ASSESSMENTS.

A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the development, including those of Declarant. Such assessments shall be uniform as to membership class. There shall be no assessments by the Association for maintenance of and/or repair to improvements

within the areas held in undivided interests within multiple family residential areas (land owned in common). All costs and expenses incurred in connection with operation, maintenance, repair (including all taxes) or making improvements on areas held in undivided interests within multiple family residential areas shall be borne by the owners of units within the multiple family area and not the Association.

- B. Annual Assessments. Within thirty (30) days prior to the commencement of each calendar year, beginning with the year 1985, the Board shall consider the current and future needs of the Association (excluding expenditures for which special assessments may be levied), and in light of those needs shall fix by resolution the amount of annual assessment for purposes, other than capital improvements for acquisitions, to be levied against each lot in the development, which amount shall be a debt of the owner thereof at the time such charge is made. Prior to January 1, 1985, all costs of undertaking and carrying out the duties of Association shall be paid by Declarant, its successor or assigns.
- C. <u>Special Assessments</u>. Special assessments may be made by the Board upon an affirmative vote of majority of the memberships representing lots so assessed, upon a determination by the Board that such assessment is necessary

for capital improvements of Association property or for purposes related to the health, safety and/or welfare of such lot owners or for the acquisition of additional Association property or for the benefit of Association members. No such special assessment shall be levied without benefit of a hearing for which at least twenty (20) days' written notice shall be given to all affected lot owners. Special assessments may be made by the Board against any lot without notice or hearing to secure the liability of the owner thereof to the Association arising out of any breach of the provisions of this Declaration by such owner, which breach shall require the Association to expend funds by virtue thereof.

- D. <u>Notice</u>. The secretary shall mail to each owner whose lot is assessed, at such owner's address within the development, written notice of each annual or special assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association.
- E. <u>New Units</u>. The lots in new units shall be subject to pay the next installment of the previously established annual or special assessment, due (a.) after issuance of a certificate of occupancy for multiple family dwelling units, and (b.) after first sale of a single family lot by the developer thereof.

Collection and Lien. Annual assessments shall be paid either quarterly in January, April, July and October on the first day of each of said months or monthly on the first day of each month as determined by the Board. The amount of any special assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If any assessment payment is not paid on the date required, with ten (10) days grace, the entire amount of such assessment, including any deferred portion of any annual or special assessment, plus any other charges thereon, including interest at fifteen percent (15%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the Washoe County, Nevada Recorder a notice of delinquent assessment, which shall state the amount of such assessment, interest, costs, fees and any other charges, a description of the lot which has been assessed, and the name of the record owner of the property. (see NRS 278A.150). Such notice shall be signed by the President or Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall within a reasonable time cause to be recorded a further notice stating the satisfaction and the realease of said lien.

- G. <u>Priority of Lien</u>. Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens and property taxes recorded subsequent to said notice of assessment.
- H. Enforcement. The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with the provisions of Covenants numbered 6, 7 and 8 of NRS 107.030 and in accordance with the provisions of NRS 107.080 and 107.090 applicable to the exercise of powers of sale in deeds of trust, or in any other manner provided by law. In exercising the power of sale herein contained, the Association shall be deemed to occupy the position of Trustee and Beneficiary and the delinquent lot owner the position of defaulting Trustor. In addition to the above-enumerated items constituting the lien, the Association may also realize from the sale the costs of such sale together with a reasonable attorney's fee. The Association may be a bidder at the sale. All sales shall be conducted in accordance with the provisioins of NRS 278A.150 and 278A.160.
- I. <u>Proof of Payment</u>. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.